Appendix no. 2 to the Request

AGREEMENT NO. ……. - specimen

entered into on ……………. in Cracow by and between:

Astor spółka z ograniczoną odpowiedzialnością based in Cracow, at ul. Smoleńsk 29, registered with the District Court for Cracow- Śródmieście, 11th Business Division, of the National Court Register at KRS no. 0000120940, a share capital: PLN 1,164,930.00, tax identification number NIP: 676-01-05-127 represented by:

Michał Wojtulewicz – Vice-President of the Management Board,

hereinafter referred to as „**the** **Contracting Party”,**

and

*.................................... based in .............................................., address for comunication: ........................................., entered in the National Court Register at no. ................ kept by the District Court ………………., …. Business Division, tax identification numer NIP: ..............; statistical numer REGON ................; a share capital ....(if applicable),*

*hereinafter referred to as „****the******Contractor”,***

*represented by:*

*1. ....................................................... - ..................................................*

*2. ....................................................... - ..................................................*

*or*

*................................................, entered in the Polish Central Registration And Information On Business [pl: Centralna Ewidencja i Informacja o Działalności Gospodarczej RP], a holder of the business activity: ………………….. ............................................, at the following address........................................ , address for communication: ………………….., tax identification number NIP: …………….., statistical number REGON: ……….,*

hereinafter referred to as „**the** **Contractor”,**

hereinafter jointly referred to as „**the** **Parties”,**

This Agreement is concluded as a result of the public procurement procedure "**Supply of a system enabling the generation of a programme for a robot in AS language, reproducing human movements in painting, grinding, welding operations**" in accordance with the principle of competitiveness pursuant to point 3.2 of the "Guidelines on the eligibility of expenditure in the implementation of tasks financed by European funds in the financial perspective 2021-2027".

The subject matter of the Agreement is implemented within the framework of the Project entitled ""hub4industry" (hereinafter referred to as the "Project") co-financed by the European Commission under the competition entitled "Initial Network of European Digital Innovation Hubs" within the framework of the "Digital Europe" programme for 2021-2027 and under the framework of the European Funds for Modern Economy 2021-2027 (FENG) Programme, Priority II: Innovation friendly environment, Measure: 2.22 Co-financing of EDIH activities.

**§ 1**

**Subject matter of the Agreement**

* + - 1. The Agreement covers the purchase of a system enabling the generation of a programme for the System in AS language, reproducing human movements in painting, grinding, welding operations (hereinafter referred to as “the System”). The System consists of the Hardware, Software and System specified in detail in Appendix no. 2 to the Agreement.
			2. The following Appendices are an integral part of the Agreement:
	1. Appendix no. 1 – Contractor’s Offer,
	2. Appendix no. 2 – Description of the Subject Matter of the Tender,
	3. Appendix no. 3 – Acceptance Report Specimen.

3. The Contractor shall perform all actions necessary for the proper and consistent implementation of the Agreement in accordance with the generally applicable laws and the requirements of the manufacturer of the System, and in particular undertakes to:

a) pack the Items properly, insure them for the time of loading, transport (domestic or foreign) and unloading, deliver them by means of transport guaranteeing adequate security and bring them to the place indicated by the Contracting Party,

b) deliver the System to the registered office of Astor sp. z o.o. ul. Smoleńsk 29, 31 - 112 Kraków,

c) unpack, remove and dispose of any packaging and other materials left after the delivered Items,

d) install and configure the System so that the System can be used for its intended purpose to the extent specified in detail in Appendix 2 - Description of the Subject Matter of the Tender,

e) grant (or ensure that an authorised entity grants) to the Contracting Party, within the remuneration referred to in § 7 item 1 of the Agreement, an unlimited (perpetual) licence for the use of the Software. By perpetual licence the Contracting Party shall understand a licence which allows the Contracting Party to use the subject of the licence for a period of at least 20 years, i.e. for a period of not less than 20 years it shall not be possible to terminate the licence unilaterally by the Contractor for reasons other than a material breach of the licence terms by the Contracting Party, i.e. for example a licence granted for an indefinite period with a notice period of not less than 20 years,

f) provide a Manufacturer's warranty and guarantee for the System, together with the provision of warranty service and technical support under the terms of the Agreement.

1. The parties agree that an employee of Astor sp. z o.o. will be present during installation and configuration of the System.

**§ 2**

**Statements of the Contracting Party**

The Contracting Party states that:

1) it performs the Project on the basis of the Project Grant Agreements under the competition co-financed by the European Commission entitled "Initial Network of European Digital Innovation Hubs" as part of the "Digital Europe 2021-2027" program and under the European Funds for Modern Economy 2021-2027 (FENG) Programme, Priority II: Innovation Friendly Environment, Measure: 2.22 Co-financing of EDIH activities.

2) The Contracting Party's task is, inter alia, to purchase the System covered by this public procurement procedure in order to implement the Project.

**§ 3**

**Statements of the Contractor**

1. The Contractor declares that it has the necessary knowledge and experience as well as the technical potential to perform the activities covered by the Agreement with due diligence and in accordance with the current level of knowledge and technology.

2. The Contractor declares that the System is brand new and unused. The System comes from the official distribution channels of the manufacturer, ensuring in particular the performance of warranty rights and technical support.

3.The Contractor declares that in order to put the System into operation and use it for its intended purpose, it will not be necessary to purchase any additional cables, wires, etc., as well as any additional licences and authorisations other than those covered by the Agreement.

4. The Contractor undertakes to perform the Agreement in accordance with the requirements for the subject matter of the tender as specified in the Request for Quotation, including the appendices, and the provisions of the tender submitted as part of public procurement procedure no 2/2024/ASTOR.

**§ 4**

**Obligations of the Contractor**

* + 1. The Contractor shall cooperate closely with the Contracting Party during the performance of the Agreement.
		2. The Contractor must provide its own means of transport and human resources for the unloading, installation and configuration of the System.
		3. If the Contractor cannot perform a part of the subject matter of the tender for the reason that a part of the subject matter of the tender is no longer available on the market, in such a case, the Contractor shall offer a solution with a specification no worse than the solution presented in its tender.

**§ 5**

**Deadlines**

1. The Contractor undertakes **to deliver the System, install it and configure it** in accordance with the terms and conditions specified in the Agreement **within 90 days from the date of conclusion of the Agreement, but not later than by 31st of August 2024**.

2. The Contractor undertakes to inform the Contracting Party of the planned date of delivery of the Items together with the installation and configuration of the System in writing under pain of nullity **3 days** prior to the planned date of delivery via e-mail to: kamil.majcher@astor.com.pl, whereby delivery may take place, on working days during the working hours of the Contracting Party, i.e. between. 08:00 to 16:00. The date of notification shall be the date on which the information referred to in the sentence above is provided to the Contracting Party.

**§ 6**

**Liability**

1. In the event of loss, damage or destruction of the System by the time of signing the Acceptance Report by the Parties, the Contractor undertakes, at its own cost and risk, to restore the System to a condition consistent with the description of the subject of the tender, and if this is not possible, to deliver at its own expense to the Contracting Party a new, defect-free and damage-free System, meeting at least all the parameters required by this Agreement, within the time limit specified in § 5.1.
2. The Contractor declares that during the performance of the subject of the Agreement, the Contractor undertakes, at its own expense and risk, within the limits specified in the provisions of the Agreement, including in particular those relating to warranty and guarantee, to take all possible measures to secure, maintain in proper technical condition and insure the System, ensuring its completeness and suitability for use in accordance with its intended purpose.
3. The Contractor shall be liable for any damage caused by the Contractor to the Contracting Party's infrastructure (including apparatus and other equipment) during the delivery, installation and configuration of the System.

**§ 7**

**Training**

1. The Contractor shall provide training to the Contracting Party's employees at the time and to the extent indicated in this paragraph.

2. The training shall take place up to 4 weeks from the date of the System start-up, provided that the training is carried out on working days during the Contracting Party's working hours, i.e. 08:00 to 16:00. The completion of the training will be confirmed by an appropriate item included in the Acceptance Report, constituting Appendix No. 2 to the Agreement.

3.The types, scope and other guidelines for conducting training are specified in Appendix No. 2 - Description of the Subject Matter of the Tender.

**§ 8**

**Remuneration**

1. The Contracting Party undertakes to pay the Contractor a **gross** remuneration for the properly performed subject matter of the Agreement of: P...................... (in words: ............................... 00/100), including due VAT at the rate of ....... %, as per the Contractor's offer.

2. The remuneration covers the performance of all the Contractor's obligations indicated in the Agreement, including in particular: the price of the System together with the delivery of a set of accessories necessary for its activation and operation under the configuration required in the Request, the cost of loading, delivery, transport, unloading, bringing, installation and configuration of the System, the cost of unpacking, export and disposal of packaging and any other materials after the delivered Items, the cost of a licence unlimited in time (indefinite) and place for the use of the software used to operate the System in accordance with its purpose, the cost of technical support, the cost of training, the cost of insuring the System for the time of transport and repair at the Contractor's premises, the cost of granting and performing the Manufacturer's warranty, including the cost of repairing and replacing the System, customs, stamp duties and other indirect charges related to the Contractor's performance of the System delivery and other obligations under the warranty or guarantee, as well as the technical support service as described in Appendix No. 2.

3. The Parties agree that payment for the performance of the subject matter of the Agreement shall be made in the form of a transfer to the bank account of the Contractor indicated on the invoice, within a period allowing for proper implementation of the Project, not later than 30 days from the date of service of the invoice to the Contracting Party.

4. In the event that the invoice is not correctly issued, the Contractor shall be requested to issue an appropriate corrective document for the shortcomings or irregularities indicated by the Contracting Party. The date of receipt of the invoice shall be deemed to be the date of receipt of the corrective document referred to in the preceding sentence. A correctly issued invoice should include the full name of the System covered by the Agreement.

5. Payment for the subject matter of the Agreement duly executed shall be based on an Acceptance Report signed by both Parties as referred to in § 9.2 and a correctly issued invoice.

6. After signing the report referred to in § 5, the Contractor undertakes to provide the Contracting Party with a hard copy invoice and, in addition, an electronic image of the invoice (PDF format) to the address indicated in § 13.1(b), containing a description of the System supplied, in accordance with the provisions of the Agreement. Due to the fact that the subject matter of the Agreement is co-financed from funds originating from the European Union budget, the invoice must contain a description of the System that is consistent in terms of name, quantity and parameters with the Robot that is the subject matter of the Agreement. **The Contracting Party indicates that the description on the invoice should include: The supply of a system enabling the generation of a programme for the robot in AS language, reproducing human movements in painting, grinding, welding operations.**

7. The Contractor declares that the bank account number, which will be indicated on the invoice for payment by the Contracting Party, is on the list of entities ("White List") referred to in Article 96b(1) of the Act of 11 March 2004 on tax on goods and services.

8. The Contracting Party shall inform that it will apply the mechanism of divided payment when settling the invoice, i.e. in the manner provided for in Article 108a(2) of the Act of 11 March 2004 on Goods and Services Tax. The provisions of the first sentence shall not apply when the subject matter of the Agreement constitutes an activity exempt from VAT or is subject to a 0% VAT rate.

9. The time limit for payment shall be deemed to have been met when the Contracting Party's account is debited.

**§ 9**

**Acceptance of the subject matter of the Agreement**

1. The subject matter of the Agreement is subject to acceptance, consisting of verification of the completeness, operation and achievement of the System parameters required by the Agreement that have been supplied, installed and configured by the Contractor in the performance of the Agreement. For the avoidance of doubt, the required parameters referred to in the preceding sentence mean those parameters that should be achieved as described and on the basis of the relevant procedures of the manufacturer of the System and the requirements provided by law, which parameters can be measured and read from the System documentation.
2. When the Contracting Party is satisfied that the System meets the contractual requirements and that the training has been carried out in accordance with the agreement, an **acceptance report** will be signed by the Contracting Party and the Contractor. A specimen acceptance report is attached as Appendix no. 3 to this Agreement.
3. During acceptance, the Contracting Party shall have the right to check the elements and parameters indicated in paragraph 1, but is not obliged to exercise this right, and failure to exercise this right by the Contracting Party shall not result in the exclusion or limitation of the Contracting Party's rights relating, in particular, to the guarantee or warranty. The date of delivery shall be the date on which the acceptance report is signed without reservation. The benefits and burdens of the System and the risk of accidental loss or damage to the System shall pass to the Contracting Party from that date.
4. The Contracting Party may refuse to sign the acceptance report in the event of defects in the System, other than immaterial defects. In such a case, the Contractor will be obliged to rectify these defects at its own expense within the period set by the Contracting Party and to resubmit for acceptance, within 7 days. Until acceptance of the System, the Contracting Party shall be entitled to charge a contractual penalty in accordance with § 14.1(a). With regard to non-substantive defects found during this acceptance, the Contracting Party shall call upon the Contractor to rectify them at the Contractor's expense within the period indicated by the Contracting Party, which shall not be less than 3 working days.

**§ 10**

**Manufacturer’s guarantee and statutory warranty**

1. The Contractor shall provide directly to the Contracting Party a manufacturer's guarantee for the System within the period specified in Appendix No. 2 to the Agreement - Description of the Subject Matter of the Tender, the term of which shall commence on the date of signing by both Parties of the Acceptance Report referred to in § 9(2) of the Agreement, at least to the extent specified in this Agreement.

2. In the event of a discrepancy between the provisions of the manufacturer's guarantee card provided by the Contractor and the provisions of this Agreement, the provisions of this Agreement shall apply. The Contractor shall ensure the fulfilment of those elements of the guarantee that are not covered by the manufacturer's guarantee. In such a case, the time limits for the fulfilment of the guarantee services by the Contractor shall be calculated from the date of notification sent to the address indicated in § 11 (2).

3. The guarantee will be provided at the place of use of the System with the possibility of repair at the manufacturer's/Contractor's site if repair at the place of use proves impossible.

4. The manufacturer and, in the case indicated in § (2), the Contractor shall be liable to the Contracting Party for defects indicated in the Acceptance Report and defects revealed during the manufacturer's guarantee and statutory warranty period.

5. The Contractor shall be liable under the statutory warranty for a period of 24 months. The Contracting Party shall have the right to pursue claims under the warranty for defects also after the expiry of the period specified in the preceding sentence, if the defect was reported within that period.

**§ 11**

**Detailed conditions of the guarantee and maintenance of the System**

The parties agree on the following terms and conditions of the System guarantee (these terms and conditions apply to the manufacturer providing the guarantee and, in the case indicated in § 10(2), to the Contractor):

1. During the guarantee period, the Manufacturer/Contractor shall provide, within the remuneration referred to in § 8(1) of the Agreement, guaranteed repairs to the System, including reconnection and activation, necessary transportation of the System parts and replacement of parts.

2. In the event that defects in the delivered System or failures are found during the guarantee period, the Contracting Party will send a **notice**, via e-mail, to: ........................................ along with a description of the defect or failure.

3. The Manufacturer/Contractor shall ensure the possibility of sending and receiving notifications on working days (a day that is not considered a public holiday or Saturday is not considered a working day) from 8:00 a.m. to 4:00 p.m. The response time to the notification shall not be longer than 24 hours.

4. The Manufacturer/Contractor undertakes to remove the defects of the System within 30 working days from the date of sending the notification referred to in the above sections 2 i 3.

5. If it is not possible to remove the defect of the System, the Manufacturer/Contractor undertakes to replace the defective System complained of with a new defect-free System within 60 working days from the date of sending the notice referred to in the above sections 2 and 3.

6. It is allowed to replace the Items with better ones than those indicated in the offer attached as Appendix No. 1 to the Agreement.

7. If, in the performance of its obligations under the guarantee, the Manufacturer/Contractor has supplied the Contracting Party with a new defect-free System instead of the defective System, the guarantee period for the newly supplied System starts anew from the moment of delivery of the defect-free System. In the event of any repair to the System, the guarantee period shall be extended by the number of days during which the Contracting Party was unable to use the System, excluding the repair period referred to in section 4.

8. In the event of failure to comply with the guarantee obligations within the required time limit, the Contracting Party may entrust the repair to a third party, at the expense and risk of the Contractor; the costs of replacement repair incurred by the Contracting Party shall be borne by the Manufacturer/Contractor; the replacement performance shall not result in the loss of guarantee and statutory warranty rights on the part of the Contracting Party. The Manufacturer/Contractor shall pay the Contracting Party an amount corresponding to the repair costs incurred by the Contracting Party within 7 days from the date of submission to the Contractor of a cost invoice confirming the repair costs.

**§ 12**

**Technical support**

1. The Contractor undertakes to provide the Contracting Party with Technical Support for a period of 5 years, starting from the date of signing by both Parties of the Acceptance Report referred to in § 9 (2) of the Agreement, within the amount of remuneration specified in § 8 (1) of the Agreement.
2. Detailed terms and conditions for the provision of Technical Support are specified in the Description of the Subject Matter of the Tender - Appendix no. 2 to the Agreement.

**§ 13**

**Persons responsible for the performance of the Agreement**

* 1. The Parties agree that the persons responsible for the performance of the Agreement will be:

a) for the Contractor: ................, **tel. no. ..................., e-mail**: ........................

b) for the Contracting Party: ................, **tel. no. ..................., e-mail**: ........................ or his authorised employee.

2. The persons referred to in paragraph 1 shall be authorised to represent the respective Party in all matters related to the execution and performance of the Agreement, except for the authority to amend the Agreement.

3. The Contractor's compliance with the instructions of the person responsible for the performance of the Agreement on the Contracting Party's side shall not relieve the Contractor of its responsibility for the proper performance of the Agreement in accordance with its provisions and shall not entitle the Contractor to demand an amendment to the Agreement.

4. A change in the details of the persons referred to in paragraph 1 shall not constitute an amendment to the Agreement. Until such time as the other party is notified of a change in the particulars of the persons referred to in paragraph 1 in writing or by e-mail to the address indicated in paragraph 1, any notice or service made to the previously indicated address shall be deemed to have been effectively served.

**§ 14**

**Penalties**

1. In the event of non-performance or undue performance of the Agreement, the Contractor shall pay the Contracting Party the following contractual penalties:

a) for delay in delivery of the System (delivery of the System, its installation and configuration) in relation to the deadline indicated in § 5(1), § 11(5) in the amount of PLN 200.00, for each commenced day of delay, and in the event that the delay period exceeds 7 days - in the amount of PLN 500.00, for each commenced day of delay,

b) for delay in removal of non-substantial defects found upon acceptance, as well as any defects found during the statutory warranty or manufacturer's guarantee period, in repair of the System, replacement of the System, repair or replacement of parts of the System, (regardless of whether the delay is on the side of the Contractor or the manufacturer who issued the guarantee) in the amount of PLN 500.00, for each started day of delay counted from the day resulting from this agreement or designated for their removal,

c) for delay in performance of obligations within the deadlines specified in the Agreement (other than those specified in items a - b), in the amount of PLN 500.00 for each commenced day of delay.

1. In the event of termination of the Agreement by one of the Parties for reasons attributable to the Contractor, the Contractor undertakes to return the entire Remuneration received from the Contracting Party and to pay a contractual penalty amounting to 15% of the value of the gross remuneration specified in § 8 (1) of the Agreement. The penalty referred to in the preceding sentence shall apply to renunciation pursuant to the provisions of the Civil Code as well as to the renunciation provided for in the Agreement. In the event of partial renunciation of or termination of the Contract, the Contractor shall reimburse only that part of the remuneration which corresponds to the unperformed part of the Contract.
2. The total amount of contractual penalties shall not exceed 20% of the gross remuneration specified in § 8(1) of the Agreement.
3. Before calculating the contractual penalty, the Contracting Party shall request the Contractor to state in detail the reasons for non-performance or improper performance of the Agreement. The Contractor shall provide the reasons for non-performance or improper performance of the Agreement within 3 working days of receiving the summons.
4. In the event that the amount of damage suffered by the Contracting Party is greater than the contractual penalty, as well as in the event that the damage arose for reasons for which no contractual penalty was reserved, the Contracting Party shall be entitled to claim compensation pursuant to the general rules under the provisions of the Civil Code - irrespective of whether it has exercised its entitlement to receive the contractual penalty. The Contracting Party may demand compensation exceeding the amount of the reserved contractual penalty.
5. The Contractor shall pay the penalty within 10 days from the date of receipt of information on its calculation. Failure to make timely payment shall entitle the Contracting Party to deduct the contractual penalty from the Contractor's remuneration or other amounts due to the Contractor from the Contracting Party, to which the Contractor agrees.
6. The accrual by the Contracting Party or payment by the Contractor of a contractual penalty shall not release the Contractor from its obligations under this Agreement.

**§ 15**

**Legal defects**

1. In the event that the subject matter of the Agreement is affected by legal defects, the Contractor shall immediately remove such defects, no later than within the deadline set by the Contracting Party. The Contractor shall cover all costs incurred by the Contracting Party as a result of the disclosed legal defects, including documented costs relating to claims by third parties.

2. If the delay in removing the legal defects exceeds 1 week, the Contracting Party shall be entitled to renounce the Agreement. The provisions of § 14 (2) shall apply accordingly.

3. A legal defect disclosed during the acceptance of the subject matter of the Agreement shall be treated as a material defect in each case and its removal shall be subject to the regime described in § 9 (4) (1-3).

**§ 16**

**Amendments to the Agreement**

Any amendments to the Agreement shall require the consent of both Parties expressed in writing under pain of nullity.

**§ 17**

**Renunciation**

1. Notwithstanding the cases provided for in the Civil Code, the Contracting Party reserves the right to renounce the Agreement with legal effects, including the payment of penalties by the Contractor, without the need to make separate requests to the Contractor, in the event that:

a) becoming aware that the Contractor has gone into liquidation or that an order has been issued for the seizure of the Contractor's assets to the extent that the Contractor is unable to perform this Agreement;

b) becoming aware that the Contractor, as a result of its insolvency, fails to perform its financial obligations for a period of at least 3 months

c) delivery by the Contractor of the subject matter of the Agreement that does not correspond to its content, if the Contractor fails to rectify the inconsistency indicated to it despite being requested to do so within the designated period of time in accordance with the Agreement,

d) in the event that the delay in the delivery of the subject matter of the Agreement (delivery, installation and configuration), pursuant to § 5 (1) of the Agreement) exceeds 1 week, without setting an additional deadline for the performance of the Agreement;

e) in the event that the delay in performance of the obligations under the warranty or guarantee exceeds 1 week in relation to each of the deadlines specified in this Agreement, after a prior request for performance of these obligations with setting an additional deadline of not less than 1 week;

f) if the amount of contractual penalties charged to the Contractor reaches an amount at least equivalent to 20% of the gross contractual value referred to in § 8(1) of the Agreement,

g) in other cases specified in this Agreement or resulting from the applicable provisions of the Civil Code;

h) if the impediment to timely performance by the Contractor of its obligations under the Agreement (resulting from reasons beyond the control of the Contractor or the Contracting Party, i.e. e.g. reasons related to the cases of interruption of the supply chain caused by force majeure ) does not cease after 7 days from the expiry of the deadline for performance of this obligation.

1. The declaration of renunciation shall be made within 30 days of becoming aware of the circumstance giving rise to the renunciation in writing in accordance with the provisions of Article 78 or 78(1) of the Civil Code. The statement must be grounded.
2. In the event that the renunciation is for reasons attributable to the Contractor (in particular, for the reasons indicated in §1 (a-g), § 14(2) shall apply.
3. If the renunciation is for reasons other than those indicated in section 3, the provisions of § 14 (2) shall apply mutatis mutandis, whereby the Contracting Party shall not be entitled to charge a contractual penalty for the renunciation of the Agreement.

**§ 18**

**Final provisions**

1. The Contractor may not, without the prior consent of the Contracting Party, expressed in writing in accordance with the principles indicated in Article 78 or 78(1) of the Civil Code under pain of nullity, transfer or dispose of receivables already due, as well as future receivables to which the Contractor is entitled under the contract to a third party. The above prohibition shall also apply to rights related to the debt, in particular claims for overdue interest - Article 509 § 1 and 2 of the Civil Code.
2. Any amendments and additions to the content of this Agreement shall require, in order to be valid, an annex in writing bearing the handwritten signature of authorised representatives of the Parties under pain of nullity or in electronic form - bearing a qualified electronic signature, under pain of nullity.
3. The Parties agree that statements/notifications regarding termination or renunciation of the Agreement shall be made in writing in accordance with the principles indicated in Article 78 or 78(1) of the Civil Code.

Documents made in ordinary written form shall be served to the other Party personally or sent against receipt by registered mail. At the same time, the Parties agree that if a parcel is correctly addressed and duly served and not collected by the Party despite being advised twice, the effect of service shall occur.

Documents prepared in electronic form (pursuant to Article 78(1) of the Civil Code) sent to the e-mail addresses specified in § 13 (1) of the Agreement shall be deemed effectively served on the date of their sending.

1. The Parties agree that the proper addresses for communication shall be those indicated in the body of the Agreement. Any change in the address details of the Party and the persons responsible for the performance of the Agreement shall require a written notice, otherwise being null and void, and shall not require an annex to the Agreement. The provisions contained in sentences 1 and 2 above shall apply mutatis mutandis to other contact details contained in this Agreement.
2. In matters not provided for in the Agreement, the provisions of the Civil Code Act of 23 April 1964 shall apply.
3. If a dispute arises between the Parties arising out of or in connection with the Agreement, the Parties may attempt to resolve it by way of mediation conducted by the Permanent Mediators of the Arbitration Court at the General Prosecutor's Office of the Republic of Poland or by other amicable resolution of the dispute, in accordance with the Rules of that Court. If no settlement is reached before the Permanent Mediator of the Arbitration Court at the Polish General Prosecutor's Office, or if the dispute is not referred to mediation as referred to above, the dispute shall be subject to settlement by a common court with jurisdiction over the registered office of the Contracting Party.

**§ 19**

**Form of the Agreement**

1. This Agreement has been drawn up in written form bearing the handwritten signature of the authorised representatives of the Parties or in electronic form - bearing a qualified electronic signature, under pain of nullity. The Agreement bearing the handwritten signature shall be drawn up in two counterparts, 1 copy for the Contractor and 1 copy for the Contracting Party.
2. The Parties unanimously declare that in the case of conclusion of this Agreement in electronic form by means of a qualified electronic signature, the electronic document created in this way shall constitute a certification that the Parties have unanimously made statements of intent contained therein, and the date of conclusion shall be the date of submission of the last (later) statement of intent on its conclusion by authorised representatives of each Party.

......................................... .....................................

Contracting Party Contractor

*Appendix no. 3 to the Agreement no. ……………..*

*as of ………….*

…………………………… , date: …………….

ACCEPTANCE REPORT

Delivering Party:

………......................…………

…………......................………

Accepting Party:

………......................…………

………….....................….……

Subject: Agreement no. ……………. as of ………….. .

The Parties confirm that on ……………2023 the following was delivered, installed and configured:

|  |  |  |
| --- | --- | --- |
| No. | Denomination of the product | Notes |
|  |  |  |
|  |  |  |

The Contracting Party accepts/ doesn’t accept\* the delivery of the aforementioned System.

Reasons for non-acceptance of the delivery: …………………………………………………………

………………………….......................................................................................................................……

Delivering Party:

……………………………… ………………………………

 Date and signature of the Delivering Party company stamp

Accepting Party:

……………………………… ………………………………

 Date and signature of the Accepting Party company stamp

*\*Delete as appropriate*